



## REQUEST FOR PROPOSAL (RFP)

### POOL MANAGER FOR UTILITY NATURAL GAS

<b>RFP Number:</b>	<u>14-0629</u>	<b>Contracting Officer:</b>	<u>D. Villinis</u>
<b>Proposal Due Date:</b>	<u>June 11, 2014</u>	<b>Pre-Proposal Conference Date:</b>	<u>Not Applicable</u>
<b>Proposal Due Time:</b>	<u>3:00 p.m.</u>	<b>RFP Issue Date:</b>	<u>April 30, 2014</u>

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SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:	
Proposal and/or Performance Bond:	Not applicable for this solicitation
Certificate of Competency/License:	Not applicable for this solicitation
Indemnification/Insurance:	See Section 1.8
Pre-Proposal Conference/Walk-Thru:	Not applicable for this solicitation

**At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration.** The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

**Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.**

#### NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- ☐ Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- ☐ Please remove our firm from Lake County's Vendor's List for this product / service.

#### VENDOR IDENTIFICATION

<b>Company Name:</b>	_____	<b>Phone Number:</b>	_____
<b>E-mail Address:</b>	_____	<b>Contact Person:</b>	_____

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract with a Pool Manager for the provision of natural gas to be used at various Lake County buildings in conjunction with the County's needs through the TECO Peoples Gas Natural Choice Transportation Service program (“TECO”). Pool Managers shall be qualified by TECO and shall be a participant in the Natural Choice Program.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than ten (10) working days before the proposal due date.

Donna Villinis, CPPB, Senior Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9839 Fax : 352.343.9473

E-mail: [dvillinis@lakecountyfl.gov](mailto:dvillinis@lakecountyfl.gov)

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the proposal that is judged to provide the best overall value to the County. Proposals will be evaluated based upon the following criteria which are listed in descending order of importance:

1. Qualifications of firm and personnel.
2. Proposed pricing.
3. Reports from direct and indirect references.
4. Responsiveness and completeness of the written proposal to these instructions.
5. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable for this solicitation.

**Section 1.5: Term of Contract**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for twelve (12), twenty-four (24), or thirty-six (36) months as identified in the initial award based on the selected pricing option (see Section 4 of this solicitation). The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

**Section 1.6: Option to Renew**

Regardless of the initial term period selected by the County, the County shall have the option to renew this contract on an annual basis for as many as four (4) additional one (1) year periods. Prior to, or upon completion, of the each term of the contract, the County will notify the vendor(s) of its intent to renew the contract for an additional year. Prior to completion of each exercised contract term, the County may consider an adjustment to price based on changes in the producer's pricing index as published by the U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>). It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase and include copies of the PPI figures from start date of the contract to renewal time. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

As stated in Section 2, Statement of Work.

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

#### **Section 1.9: Bonds**

Not applicable for this solicitation.

#### **Section 1.10: Delivery**

Under this contract, the Pool Manager will supply the natural gas to TECO. TECO will supply the gas to the County.

#### **Section 1.11: Warranty**

Not applicable for this solicitation.

**Section 1.12 Delivery of Proposal**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/ package to provide confidentiality of the bid or proposal prior to the due date for the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE, (USPS)** please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES  
MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

**Section 1.13: Completion Requirements for Request For Proposal (RFP)**

**Two (2) originals and four (4) complete copies of the proposal package shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter.** The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format: Page size shall be 8.5 x 11 inches, not including foldouts. The text size shall be 11 point or larger. No 3-ring binders shall be used.

**Proposal Content Requirements:**

The following information shall be included in the proposal, in the order shown and separated into identified sections:

Section A – General Information:

1. Letter of interest, submitted on the firm's letterhead and including the firm's willingness to enter into a contract with Lake County BCC. The letter of interest shall be signed by a person authorized to bind the firm legally and contractually.
2. Firm name and location(s), including local branch location(s).
3. Company and account representative's contact information.
4. A description of the company's overall capability, resources, and assurance that it can meet its commitment to successfully provide these services. This section shall include a statement of financial stability, in which the firm shall certify and provide a statement that it is financially stable and has the necessary resources, human and financial, to provide the services at the level required by County. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal. Provide clear and succinct information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer.

5. A copy of the most recent audited financial statement.
6. The firm's current credit rating from a nationally recognized rating agency.
7. Confirmation that the firm is a participant of the Natural Choice Program.

**Section B – Experience:**

1. Information regarding the firm's experience during the last three (3) years. No proposal will be considered unless the company submitting the proposal has been engaged in business for a minimum of three years.
2. A list of local (Florida) locations where services are currently being provided. Include name, address, and contact name and phone number for each.
3. References for three (3) major local government or commercial customers and the aggregate dollar value of each referenced contract. Each reference shall have been a natural gas customer of the proposing firm during the past two (2) years. Include contact name, company name, address and telephone number for each.

**Section C – Other Information:**

1. RFP Document - submit this RFP document in its entirety with the two originals completed in blue ink. Requested information shall be completed in the following RFP sections:
  - a. Vendor Identification. Complete the bottom portion of the front page of this RFP.
  - b. Pricing/Certifications/Signature Forms. Complete Section 4 of this solicitation with all entries completed.
2. Sample of the firm's proposed agreement for services. This is for review purposes only. Any agreement(s) resulting from this solicitation may be modified by the County or the County may prepare its own agreement.
3. Subcontractors. Provide a list of any proposed subcontractors or joint venture arrangements that may be used to provide services under the contract.
4. Exceptions. Clearly describe any exceptions the vendor may have with regard to any requirements stated in the RFP document or associated addendums.
5. Proof of Insurance. Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.
6. Cost Savings Analysis Report for the historical therm usage as shown in Attachment A.



7. Emergency Capability Plan: Vendors shall submit a clear and concise capability plan and process to provide product in accordance with this contract in emergency situations such as those related to before, during, and after a public emergency, disaster or event, hurricane, flood, or other acts of God.

**Section 1.14: Additional Facilities May be Added**

Although this solicitation identifies one or more specific facilities to be serviced, it is hereby agreed and understood that other facilities may be added to this contract at the option of the County. The additional site(s) shall be added to the contract by formal modification.

The County may obtain price quotes for the additional facilities from other vendors in the event that fair and reasonable pricing is not obtained from the current contract Vendor, or for other reasons at the County's discretion.

**Section 1.15: Compliance with Federal Standards**

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**Section 1.16: Deletion of Facilities**

Although this solicitation identifies one or more specific facilities to be serviced, it is hereby agreed and understood that the County may delete service for any facility(ies) when such service is no longer required during the contract period, upon fourteen (14) calendar days written notice to the Vendor.

**Section 1.17: Licenses, Permits and Fees**

The Vendor shall obtain and pay for all licenses, permits and inspection fees required under the contract, and shall comply with all laws, ordinances, regulations and building code requirements applicable. Damages, penalties and/or fines imposed on the County or the Vendor for failure to obtain required licenses, permits, inspection fees, or inspections shall be borne by the Vendor.

**Section 1.18: Local Office Shall be Available**

The Vendor shall maintain an office within Florida. This office shall be staffed by a competent company representative who can be contacted during normal working hours and who is authorized to discuss matters pertaining to the contract.

**Section 1.19: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded

as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.20: Special Notice to Vendors Regarding Federal and/or State Requirements**

Upon award of a contract resulting from this solicitation, the vendor shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- 1) All persons employed by the vendor during the term of the contract to perform employment duties within Lake County; and
- 2) All persons, including subcontractors, assigned by the vendor to perform work pursuant to the contract.

**Section 1.21: Vendor Qualifications**

Vendors shall, upon request, furnish satisfactory evidence of their ability to furnish products and/or services in accordance with the terms and conditions of this specification. The County reserves the right to make the final determination as to the vendor's ability/qualification.

A proposal received from a company with documented unsatisfactory performance or unresolved problems in the County may not be considered for award.

**Section 1.22: Vendor Contract**

Vendors shall submit with the proposal document their proposed contract for review and consideration by County personnel. The County reserves the right to approve any proposed contract prior to its use.

**SCOPE OF SERVICES****GENERAL INFORMATION:**

Lake County BCC is requesting proposals from qualified firms for the purchase of natural gas to be used at various Lake County buildings. Natural gas service is a critical commodity in the operation of County's buildings to include but not limited to the detention and judicial systems. A listing of all buildings with locations and actual yearly usages is included in the attached Attachment A. Currently, the County has no natural gas storage capability nor plans to create such storage. As such, natural gas is currently supplied by and transported through the local distribution company (TECO Peoples Gas).

Lake County desires natural gas to be supplied on an uninterruptable basis, subject to Force Majeure, through the TECO Peoples Gas Natural Choice Transportation Service program. This program allows third party suppliers to assume the responsibility for supplying and managing the natural gas with TECO Peoples Gas still transporting the natural gas to the County.

**QUANTITY:**

The historical usage quantity of natural gas by the County is shown in Attachment A. These amounts should be used for the basis of estimated and projected needs of Lake County. This appendix is provided in good faith but vendors must be prepared to accept that weather conditions, or other factors, could increase or decrease the amount of gas actually consumed to a level above or below the historical quantity. Except as noted in pricing options two (2) and four (4), Lake County does not guarantee minimum or maximum usage amounts of natural gas.

**PRICING OPTIONS:**

Vendors shall complete the Pricing Form, which includes the following pricing options:

1. **No Quantity Guarantee Floating price (Variable):** based on the New York Mercantile Exchange (NYMEX) Monthly Settlement Price plus an all-inclusive supplier mark-up fee. This pricing shall be all inclusive to include but not limited to the vendor's margin, upstream pipeline fees, switching fees, service fees, activation fees, connection fees, setup fees, meter charges, customer charges, termination fees and any other additional fees. Lake County will not pay any other fees or deposits.
2. **Minimum of 100,000 Therms Guaranteed Total Annual Usage Floating price (Variable):** based on the New York Mercantile Exchange (NYMEX) Monthly Settlement Price plus an all-inclusive supplier mark-up fee. This pricing shall be all inclusive to include but not limited to the vendor's margin, upstream pipeline fees, switching fees, service fees, activation fees, connection fees, setup fees, meter charges, customer charges, termination fees and any other additional fees. Lake County will not pay any other fees or deposits.
3. **No Quantity Guarantee Fixed price:** Pricing shall include but not be limited to the underlying index, hedging mechanism, swing pricing, and the margin, pipeline fees,

switching fees, service fees, activation fees, connection fees, setup fees, meter charges, customer charges, termination fees and any other additional fees. Lake County will not pay any other fees or deposits.

4. **Minimum of 100,000 Therms Guaranteed Total Annual Usage Fixed price:** Pricing shall include but not be limited to the underlying index, hedging mechanism, swing pricing, and the margin, pipeline fees, switching fees, service fees, activation fees, connection fees, setup fees, meter charges, customer charges, termination fees and any other additional fees. Lake County will not pay any other fees or deposits.

It shall be noted that as a local government, Lake County does not pay sales tax. Sales tax shall not be included in any line item nor on any invoice.

The County, at its sole discretion, shall have the option of choosing pricing methodology to be used under the contract.

#### **OPTION TO CONVERT PRICING:**

During the term of the Contract, the County has the option, after the initial contract award and pricing selection, to convert the pricing to either a fixed or floating price for all or a portion of the remaining Contract term. The conversion prices shall be negotiated by both parties and mutually agreed upon. This agreed upon price shall be based upon the New York Mercantile Exchange (NYMEX) Settlement Price at the negotiation point. Such conversion does not preclude the ability to subsequently convert pricing again in the future.

#### **PRICING TERM:**

Pricing should be provided for twelve (12), twenty-four (24), and thirty-six (36) month terms as indicated in the Pricing Form included in Section 4.

#### **INVOICES/METHOD OF PAYMENT:**

All invoices shall contain the contract and/or purchase order number, service dates and location of delivery or service, TECO Peoples Gas meter number, the therms of natural gas used by meter, bid unit price per therm to include the NYMEX Monthly Settlement price and all-inclusive supplier mark-up fee if Floating price (Variable), and applicable taxes. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

All invoices for payments should be mailed to:

Lake County BCC  
Facilities & Fleet Management Department  
PO Box 7800  
Tavares, FL 32778

**YEAR END REPORTING:**

At the end of each eleven (11) month period of the contract, the awarded vendor shall provide the County with an Annual Cost Savings Analysis Report. This report shall show by meter number the monthly and total usage of natural gas, estimating the twelfth (12<sup>th</sup>) month, as well as commensurate cost for gas by TECO Peoples Gas verses the selected vendor.

**FAILURE TO SUPPLY NEEDED NATURAL GAS:**

In the event that the selected vendor fails to supply the needed natural gas that is required by the County, the County at its sole option can terminate the contract. If the County terminates the contract with the selected vendor for failure to provide the needed natural gas, the County can negotiate a new agreement for natural gas with another supplier. The selected vendor that failed to provide the needed natural gas shall be responsible for any additional costs incurred by the County.

**EMERGENCY PLANNING**

Since the County has been designated as a “first responder” during a disaster, the selected vendor shall establish, maintain, and include a clear and concise capability plan and process to be utilized to ensure fuel deliveries prior to and during any declared emergency situation period, and for the duration of the immediately following recovery period. A sample plan is to be provided in conjunction with the initial proposal response as detailed in Section 1.13 of this solicitation.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words “shall”, “must”, or “will” indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner’s social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester’s name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms,

provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer’s responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers’ Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm’s letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid to be rejected.
- C. An authorized agent of the proposer’s firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY**

**BE CAUSE TO REJECT THE PROPOSAL.**

- D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

**3.4 COLLUSION**

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

**3.5 PROHIBITION AGAINST CONTINGENT FEES**

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

**3.6 CONTRACTING WITH COUNTY EMPLOYEES**

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

**3.7 INCURRED EXPENSES**

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

**3.8 COUNTY IS TAX-EXEMPT**

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

**3.9 PROPRIETARY/CONFIDENTIAL INFORMATION**

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is

exempt or confidential under the Public Records Act.

**3.10 CANCELLATION OF SOLICITATION**

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

**3.11 AWARD**

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

**3.12 GENERAL CONTRACT CONDITIONS**

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

**3.13 OTHER AGENCIES**

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the

County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

### **3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

### **3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

### **3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

### **3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

### **3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

### **3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

### **3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

### **3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from

the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

### **3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

### **3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

### **3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

### **3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

### **3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

### **3.29 RIGHT TO AUDIT**

The County reserves the right to require the vendor to submit to an audit by any auditor of the County's choosing. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The vendor shall retain all records pertaining to this Agreement and upon request make them available to the County for a minimum of three (3) years, or as required by Florida law, whichever is longer, following expiration of the Agreement. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract



billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

### **3.30 PUBLIC RECORDS/ COPYRIGHTS**

Pursuant to Section 119.0701, Florida Statutes, the awarded contractor shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services identified herein.
2. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to comply with this section shall be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

### **3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

### **3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

### **3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the

County may require the contractor to provide any insurance certificates required by the work to be performed.

### **3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

### **3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

### **3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For each contract that exceeds One Hundred Ninety Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate shall contain a provision that the original contract price and any additions shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the contract.

### **3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**RFP TITLE: Utility Natural Gas****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:**

☐ No Addendum was received in connection with this RFP.

**NATURAL GAS PRICING FORM**

<b>Item</b>	<b>Description</b>	<b>Unit</b>		<b>Price</b>
	<b>TWELVE (12) MONTHS</b>			
1	Pricing Option #1: No Quantity Guarantee Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
2	Pricing Option #2: Minimum of 100,000 Therms Guaranteed Total Annual Usage Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
3	Pricing Option #3: No Quantity Guarantee Fixed Price	\$/Therm		\$
4	Pricing Option #4: Minimum of 100,000 Therms Guaranteed Total Annual Usage Fixed Price	\$/Term		\$
	<b>TWENTY-FOUR (24) MONTHS</b>			
1	Pricing Option #1: No Quantity Guarantee Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
2	Pricing Option #2: Minimum of 100,000 Therms Guaranteed Total Annual Usage Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
3	Pricing Option #3: No Quantity Guarantee Fixed Price	\$/Therm		\$
4	Pricing Option #4: Minimum of 100,000 Therms Guaranteed Total Annual Usage Fixed Price	\$/Term		\$
	<b>THIRTY-SIX (36) MONTHS</b>			
1	Pricing Option #1: No Quantity Guarantee Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
2	Pricing Option #2: Minimum of 100,000 Therms Guaranteed Total Annual Usage Floating Price (Variable)	\$/Therm	NYMEX Monthly Settlement Price Plus (+)	\$
3	Pricing Option #3: No Quantity Guarantee Fixed Price	\$/Therm		\$
4	Pricing Option #4: Minimum of 100,000 Therms Guaranteed Total Annual Usage Fixed Price	\$/Term		\$

COMPLETE THE FOLLOWING INFORMATION:

1. Name and telephone of person to contact for emergency service:  
Name: \_\_\_\_\_  
Telephone/Cell/Pager Numbers: \_\_\_\_\_
2. Disaster assistance:  
Name: \_\_\_\_\_  
Home Telephone/Cell/Pager Number \_\_\_\_\_
3. Exceptions/Additions to specifications (If yes, provide specific detail on a separate sheet following this page):  
Yes \_\_\_\_\_ No \_\_\_\_\_
4. Will your firm accept Visa Purchasing Cards, Wire Transfers or E-Payable form of payment?  
Yes \_\_\_\_\_ No \_\_\_\_\_  
(Circle the acceptable form(s) of payment above if any.)  
Discount (if any) for the above payment types: \_\_\_\_\_  
Fee/charge (if any) for the above payment types: \_\_\_\_\_  
If E Payable would be acceptable please note a contact person/telephone number to set up payment information: \_\_\_\_\_
5. Calendar days required to commence contract: \_\_\_\_\_ days
6. Back Order Haul Charge \_\_\_\_\_
7. Minimum order (If Any) \_\_\_\_\_
8. Handling fee if less than minimum order \_\_\_\_\_

**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it. ☐ Yes ☐ No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? ☐ Yes ☐ No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (city/state): \_\_\_\_\_
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted: ☐ Yes ☐ No If "yes" is checked, provide supporting detail: \_\_\_\_\_

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

**General Vendor Information and Proposal Signature:**

Firm Name: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Mailing Address (if different): \_\_\_\_\_  
 Telephone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 FEIN No. \_\_\_\_\_ - \_\_\_\_\_ Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days, net \_\_\_\_\_  
 Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Award of Contract by the County: (Official Use Only)**

By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.

**Vendor awarded as:**

- ☐ Sole vendor ☐ Pre-qualified pool vendor based on price  
☐ Pre-qualified pool vendor (spot bid) ☐ Primary vendor for items: \_\_\_\_\_  
☐ Secondary vendor for items: \_\_\_\_\_ ☐ Other status: \_\_\_\_\_

Signature of authorized County official: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed name: \_\_\_\_\_ Title: \_\_\_\_\_

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment A: Lake County Historical Natural Gas Usage**

Historical Therm Usage			
LOCATION	90 Central Energy Plant, 551 W. Main St, Tavares, FL 32778	75 Central Energy Plant, 313 W. Main St, Tavares, FL 32778	09 Central Energy Plant 435 W Alfred St, Tavares, FL 32778
METER NUMBER	ZTC25015	AMX00630	ZTQ00033
SERVICE PERIOD TO:	THERMS USED	THERMS USED	THERMS USED
FY 2011			
October	9428.9	1534.6	1694.6
November	9899.4	1483.3	1641.1
December	14280.5	2738.1	2322.7
January	18633.1	2712.7	2534.7
February	15692.7	2182.8	2219
March	10867.6	1551.9	1253.6
April	11499.6	2986.8	1007
May	8466.3	158.4	688.3
June	10753.5	1693.1	740.7
July	11621.3	2018.5	891.5
August	9369.3	1786.1	835.7
September	11115.1	2048.4	929.7
<b>TOTAL</b>	<b>141627.3</b>	<b>22894.7</b>	<b>8565.5</b>
FY 2012			
October	10184.9	1664.7	925.4
November	11747.3	2234.6	1174.7
December	10970.7	2171.4	1166.4
January	13380	2592.2	1365.9
February	12509.6	2345.9	1793.3
March	10113.6	1953.6	1760.6
April	9142.1	1682.8	2572.2
May	9040.3	1443.8	3144.5
June	8091.2	752.1	4472.4
July	10289	1488.1	6971.2
August	8520.2	1357.8	7938
September	10164.7	1561.9	8822.9
<b>TOTAL</b>	<b>124153.6</b>	<b>21248.9</b>	<b>42107.5</b>
FY 2013			
October	9413	1306.3	6581.9
November	14664.7	1752.1	5788.5
December	9115.5	933.3	3245.5
January	16073.3	1981.2	6904.6
February	12559.4	1527.8	5691.5
March	13491	1908.9	7446.9
April	9607.9	1154	4820.5
May	9473.8	1154	5790.6
June	11300.4	1412.3	5703.9
July	11311.4	1597.3	6765.1
August	9038.8	1277.6	4654.7
September	8336.3	1283	5422.2
<b>TOTAL</b>	<b>134385.5</b>	<b>17287.8</b>	<b>68815.9</b>